

PROVIDER'S GENERAL USER AGREEMENT TERMS AND CONDITIONS

Network Agreement

This agreement ("Agreement") is entered into on this ____ day of _____, 2____ (the "Effective Date") by and between Precision Tracking Solutions, Inc., a Texas corporation with its principle place of business at 113 La Fawn Circle, Suite A Garland, TX 75043, and, _____ with its principle place of business at _____ (the "Customer").

WHEREAS, Precision Tracking Solutions, Inc. is engaged in the business of providing wireless data application services via cellular networks in the United States of America, and elsewhere;

WHEREAS, Customer desires to subscribe to the Precision Tracking Solutions, Inc. GPS Tracking Services as defined by the contract and purchase Air Time for -- -----.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. DEFINITIONS

- 1.1. "Activated Device" shall mean Enabled Device that is activated on the Precision Tracking Solutions, Inc. Infrastructure.
- 1.2. "Enabled Device" means a Customer device which may have a Wireless Service Carrier SIM Card or similar technology required to communicate with the Precision Tracking Solution, Inc. Infrastructure.
- 1.3. "Precision Tracking Solutions, Inc. Infrastructure" shall mean Precision Tracking Solutions, Inc.'s hosted network operations center that is connected to Wireless Service Carrier's telecommunications carriers' wireless networks to enable data to be sent to/from Precision Tracking Solution, Inc.'s equipment to/from Enabled Devices via the wireless network of Wireless Service Carrier's telecommunications carriers.
- 1.4. "Wireless Service Carrier SIM Cards" shall mean the subscriber identity module cards provided by Precision Tracking Solutions, Inc. to Customer to utilize the Services.
- 1.5. "Number" means the ten (10) digit telephone number assigned to a Subscriber to provide access to the Services.
- 1.6. "Services" shall mean the services as defined in the Contract Agreement.
- 1.7. "Subscriber" means any person or entity purchasing Services from Precision Tracking Solutions, Inc.
- 1.8. "Subscriber Information" means any data describing Subscriber or Subscribers' services.
- 1.9. "Personnel" the body of persons employed by or active either directly or indirectly in organization (either Customer or Precision Tracking Solutions, Inc.).
- 1.10. "Termination Fees" charges assessed for the termination of the agreement prior to the end of the Term of the Agreement.
- 1.11. "Permitted Countries" shall mean: United States.

2. TERM OF AGREEMENT

- 2.1. The term of this agreement shall commence on the Effective Date and continue for a period ____ years. This agreement shall be deemed to have three (3) one (1) year renewal options that may be exercised by PTS's issuance of thirty (30) days advanced written notice and Customer's concurrence prior to the then-effective expiration date (each a "Renewal Term") unless it is otherwise terminated by either party in writing upon thirty (30) day notice.
- 2.2. All individual service activations under this agreement shall be on a year to year basis.

3. SERVICES AND SUPPORT

- 3.1. Upon Customer's request for additional Units and Air Time, Precision Tracking Solutions, Inc. shall, within a commercially reasonable time, prepare and ship the ordered additional Units with Air Time (and any Services documentation) to Customer FOB to _____.
- 3.2. Subject to the terms and conditions of this DIR Contract No. DIR-SDD-2229 and this Agreement, Precision Tracking Solutions, Inc. will use reasonable efforts to provide Customer the Services set forth in contract. Subject to the terms hereof, Precision Tracking Solutions, Inc. will use reasonable efforts to provide Customer with technical support services in accordance with PTS's then-current standard Support Services Terms and Conditions.

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4. RESTRICTIONS AND RESPONSIBILITIES

This is a contract for Services, and any Software (as defined below) associated with the Services will be installed, accessed and maintained only by or for _____.

- 4.1. "Customer Name": for use solely in connection with the Services and no separate license is granted thereto. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, or data related to the Services ("Software", which term shall be deemed to include any user documentation); modify, translate, or create derivative works based on the Services or any Software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for authorized end users of Customer; or remove any proprietary notices or labels with respect to the Services. Precision Tracking Solutions, Inc. owns and retains all right, title and interest in and to the Services and Software and all related intellectual property rights (except title to the tangible Wireless Service Carrier SIM Cards (excluding software) delivered to Customer per Section 2.1).
- 4.2. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Precision Tracking Solutions, Inc.'s standard usage policy then in effect, the terms of which can be obtained upon request, and all applicable laws privacy, intellectual property, consumer and child protection, obscenity or defamation).
- 4.3. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, cellular terminals and GPRS modules (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and Customer shall be fully responsible for all uses of Services (and all associated Fees) or the Equipment, with or without Customer's knowledge or consent and whether or not authorized by Customer.
- 4.4. Subscriber has no contractual relationship with the underlying wireless service carrier and Subscriber is not a third party beneficiary of any agreement between Provider and the underlying wireless service carrier. Subscriber understands and agrees that the underlying wireless service carrier shall have no legal, equitable or other liability of any kind to the Subscriber.
- 4.5. Subject to FCC Number portability rules, Subscriber has no property right in any Number assigned to it and Subscriber understands that any such Number can be changed from time to time.
- 4.6. Subscriber acknowledges that Service may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission Facilities. Subscriber agrees that the underlying wireless service carrier shall not be responsible for such interruptions of Service or the inability to use the Service outside the Territory. Subscriber understands that the underlying wireless service carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Service.

5. CONFIDENTIAL INFORMATION

- 5.1. All Confidential Information will be considered trade secrets of the disclosing Party and shall be entitled to all protections given by law to trade secrets. To the extent allowable under Texas Public Information Act, any and all media (whether written, film, tape, optical, magnetic, opto-magnetic, or otherwise) embodying any of the information described above shall also constitute Confidential Information. Except for Subscriber Information, which under all circumstances shall be treated as Confidential Information, Confidential Information shall not include information which: (a) was in or entered the public domain through no fault of the receiving party; (b) the receiving party can show, by written evidence, was rightfully in the receiving Party's possession prior to receipt thereof from the disclosing Party; or (c) is disclosed to the receiving Party by a third party legally entitled to make such disclosure without breach of any obligation of confidentiality.
- 5.2. During the term of this Agreement and at all times thereafter, the receiving Party shall not directly or indirectly (a) use any Confidential Information for any purpose other than that which it is used or disclosed under the terms of this Agreement, (b) disclose to any person or entity any Confidential Information or in any other way publicly or privately disseminate any

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Confidential Information, or (c) assist, authorize or encourage anyone else to use, disclose, or disseminate any Confidential Information. Without limiting the foregoing, the receiving Party shall not use Confidential Information related to Subscribers or potential Subscribers to directly or indirectly contact or communicate with Subscribers or potential Subscribers concerning the disclosing Party or the Service.

- 5.3. To the extent allowed under record retention policies and laws, upon termination of the Agreement, all Confidential Information in the possession or control of the receiving Party or its Personnel (including all originals and copies of all or any portion of any Confidential Information) shall be promptly returned by the disclosing Party. The receiving party shall be responsible for ensuring compliance with this Section by all of its Personnel. Any conduct violating the provisions of this Section shall constitute a material breach of this Agreement.
- 5.4. Confidential Information shall survive the termination or expiration of this agreement.

6. FEES AND TAXES

Customer will pay all the fees for the Services as set forth in contract. Customer is:

- 6.1. Responsible for paying all charges in accordance with the use of the Service associated with the Service Identifier(s) assigned to the Customer, even if the Customer did not use, or authorize the use of, the Service. If Customer's use of the Services in any given month exceeds the maximum monthly data usage allotment, if any, as set forth in Exhibit A, Customer shall be billed for the excess usage and Customer agrees to pay the additional fees with respect to such excess usage. Some usage charges may not be reported in the month used, but this does not relieve the Customer from responsibility of paying for such usage charges, nor shall it provide the basis for disputing such usage charges. All Fees are non-cancelable and non-refundable. Customer will receive a thirty-day written notification of any Service Plan increase or decrease which are approved by the DIR.
- 6.2. Invoicing & payments will be handled in accordance to Appendix A, Section 7 of DIR Contract No. DIR-SDD-2229. Yearly service renewals will be billed thirty (30) days in advance of the anniversary date of the service agreement. Service Agreements which are not renewed by the anniversary date of the Service Agreement will be terminated by PTS, Inc. Customers that have not renewed their service by their anniversary date and have been terminated may apply to have their service reactivated. Those who wish to continue the service will be charged a reactivation fee.
- 6.3. Any taxes will be handled in accordance to Section 4F of DIR Contract No. DIR-SDD-2229.

7. TERMINATION

- 7.1 Terminations will be handled in accordance to Appendix A, Section 10B of DIR Contract No. DIR-SDD-2229. To the extent allowable under record retention policies and laws, upon any termination, Precision Tracking Solutions, Inc. may, but is not obligated to, delete archived data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. However, upon any such termination, Customer's right to use the Services shall promptly terminate, Customer shall return to the other, to the extent allowable under record retention policies and laws, all Proprietary Information of the other party.
- 7.2 Upon termination of this Agreement for any reason, Client shall be responsible for any Termination Fees, which apply in accordance with DIR Contract No. DIR-SDD-2229 and this agreement and as specified in any amendment, Exhibit or Schedule attached hereto.

8. SUSPENSION OF SERVICES

- 8.1 Notwithstanding anything in this Agreement to the contrary, Precision Tracking Solutions, Inc. may without liability suspend or terminate all or any of its Services to Customer end users if: (a) the end user is using a device or equipment which is defective or illegal; (b) the end user is causing any technical or other problems on the Precision Tracking Solutions, Inc. Infrastructure; (c) the end user is engaging in suspected fraudulent or unauthorized use; or (d) Customer has defaulted in paying fees due under this Agreement.
- 8.2 In addition Subscriber's Services may be temporarily suspended or permanently terminated upon little or no notice in the event that Precision Tracking Solutions, Inc.'s agreement with the underlying wireless service carrier is terminated. Subscriber waives any and all claims against the underlying wireless service carrier for such suspension or termination.

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9. WARRANTY AND DISCLAIMER

- 9.1 Precision Tracking Solutions, Inc. shall use reasonable commercial efforts consistent with prevailing industry standards to maintain and provide the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Precision Tracking Solutions, Inc. or by third-party providers, or because of other causes beyond Precision Tracking Solutions, Inc.'s reasonable control, but Precision Tracking Solutions, Inc. shall use reasonable commercial efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, PRECISION TRACKING SOLUTIONS, INC. DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE FOREGOING, THE SERVICES ARE PROVIDED "AS IS" AND PRECISION TRACKING SOLUTIONS, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
- 9.2 In addition to all other warranties set forth in this Agreement, Customer hereby represents and warrants that: (i) Customer shall offer Enabled Devices to end-user customer(s) only in Permitted Countries; (ii) Customer shall provide written notification in advance to Precision Tracking Solutions, Inc. of its intention to deploy the device in any country other than Permitted Countries and provide Precision Tracking Solutions, Inc. with a list of each such country; (iii) Customer shall provide written notification to Precision Tracking Solutions, Inc. whenever significant numbers of Customer Activated Devices roam into countries other than a Permitted Countries and provide list of such countries. Customer hereby agrees to indemnify and hold harmless Precision Tracking Solutions, Inc. and its officers, directors, carrier network partners, suppliers, representatives, employees and agents against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or any other term of this Agreement or otherwise from Customer's use of Services (including, without limitation, any claims by Customer's end users).
- 9.3 In no event shall Provider and/or the underlying wireless service carrier be liable for the failure or incompatibility of Equipment utilized by Subscriber in connection with the Service. Subscriber shall use Equipment at its own risk.

10. LIMITATION OF LIABILITY

- 10.1 Limitation of Liability will be handled in accordance to Appendix A, Section 9K of DIR Contract No. DIR-SDD-2229.
- 10.2 Subscriber expressly understands and agrees that the liability and obligations of Precision Tracking Solutions, Inc. to Subscriber under this agreement for services are strictly controlled and limited by the underlying wireless service carrier's tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other governmental authorities which from time to time have jurisdiction. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Subscriber's exclusive remedy and the total liability of Precision Tracking Solutions, Inc. and/or any supplier of services to Precision Tracking Solutions, Inc. arising in any way in connection with this agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided, shall be limited to payment by Precision Tracking Solution, Inc. of damages in an amount equal to the amount charged to Subscriber for Services provided under this agreement. In no event shall Precision Tracking Solutions, Inc. and/or the underlying wireless service carrier be liable for any cost, delay, failure or disruption of Services, lost profits, or incidental, special, punitive or consequential damages.

11. U.S. GOVERNMENT MATTERS

- 11.1 Customer may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Further, Customer represents that it is not a government agency and it is not acquiring the Services pursuant to a government contract or with government funds.

12. FORCE MAJEURE

- 12.1. Force Majeure will be handled in accordance with Appendix A, Section 10C of DIR Contract No. DIR-SDD-2229.

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13. MISCELLANEOUS

If any provision of DIR Contract No. DIR-SDD-2229 or this Agreement is found to be unenforceable and/or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Assignments will be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-SDD-2229. DIR Contract No. DIR-SDD-2229 and this Agreement are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications of this Agreement must be in writing signed by both parties, except as otherwise provided herein. Further, any purchase orders issued in connection with this Agreement shall be governed exclusively by DIR Contract No. DIR-SDD-2229 and the terms and conditions of this Agreement and there shall be no force or effect to any different or additional terms contained in any such purchase order. In the event of any conflict between the terms and conditions in DIR Contract No. DIR-SDD-2229, the body of this Agreement and any Exhibit attached hereto, the terms and conditions in the DIR Contract No. DIR-SDD-2229 shall control. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Precision Tracking Solutions, Inc. in any respect whatsoever. All notices will be handled in accordance to Appendix A, Section 11 of DIR Contract No. DIR-SDD-2229. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. Any action or proceeding arising out of or related to this Agreement may only be brought in state courts in Travis County, TX, and each party hereby consents to the exclusive jurisdiction of such courts with respect thereto. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives and to be effective on the date set forth above.

Customer: _____ **Company:** Precision Tracking Solutions, Inc.

BY: _____ BY: _____

Name: _____ Name: _____

Title: _____ Title: _____

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Exhibit A

If Customer's use of the Services in any given month exceeds the maximum monthly data usage allotment, if any, as set forth in this Exhibit A, Customer shall be billed for the excess usage and Customer agrees to pay the additional fees with respect to such excess usage in accordance with Appendix C of DIR Contract No. DIR-SDD-2229.

In regards to EAlert1: Normal usage will be no more than 100 SMS messages. SMS messages over 100 will be billed .25 per SMS message over the maximum of 100 SMS messages per month. GPRS is 1 MB per month; any changes to standard tracking will result in overages. Overages will be charge at \$8 per MB per month.

In regards to Full Featured Tracking: Normal usage will be 2MB per month; any changes to the standard tracking mode will result in overages. Overages will be charged at \$8 per MB per month.

In regards to Locate Only Device: Normal usage is 500 locates or one years' service; whichever comes first.